

**INTERLOCAL AGREEMENT
(Staples Street Center Street Improvements)**

This Interlocal Agreement is made between Regional Transportation Authority in Corpus Christi, Texas (“RTA”), a metropolitan transit authority operating under Chapter 451 of the Texas Transportation Code, and the City of Corpus Christi, Texas, (“City”), a municipal corporation and home-rule city, acting by and through its governing body, the City Council.

WHEREAS, the RTA is developing a new customer service center, administrative offices, and lease space at the intersection of Staples Street and Leopard Street in Corpus Christi (the “Staples Street Center”);

WHEREAS, the City is planning to reconstruct the blocks of Staples Street adjacent to and leading up to the Staples Street Center approved as part of the 2012 Bond Program (the “Staples Street Project”), and the RTA has determined a need to reconstruct Mestina Street, between Artesian and Staples Streets, and Artesian Street, between Leopard and Mestina Streets) adjacent to and leading up to the Staples Street Center (the “Mestina/Artesian Project”); and

WHEREAS, the City and the RTA desire to cooperate in the reconstruction of such streets in order to minimize the inconvenience to bus passengers and motorists and save taxpayer funds;

NOW, THEREFORE, BE IT AGREED BY THE REGIONAL TRANSPORTATION AUTHORITY AND THE CITY OF CORPUS CHRISTI, TEXAS:

1. Mestina/Artesian Street Project. The City agrees to construct the Mestina/Artesian Street Project in conjunction with its construction of the Staples Street Project. The estimated construction cost for the Project is \$648,036, plus a \$23,000 betterment fund, with a contingency of \$100,000. The RTA agrees to hire and pay for the cost of the design consultants estimated in the amount of \$55,993 and testing fees estimated in the amount of \$9,988. The City agrees to bid the Mestina/Artesian Project and oversee construction and perform inspection services. All costs of such construction, except for the inspection services fee, shall be paid by the RTA. The parties acknowledge that the above amounts are estimates only, and that the final costs shall be determined upon completion of the Project.

2. Reimbursement of Construction Costs. RTA agrees to reimburse the City for the costs of construction under the construction contract after the RTA’s CEO has reviewed the final bids and approved the final construction contract between the City and the selected contractor. City shall invoice RTA monthly for costs incurred on the Mestina/Artesian Street Project. RTA will pay City within 30 days from the date of receipt of City’s invoice.

3. RTA Response Required. RTA acknowledges that the City will be overseeing construction of the Project. RTA agrees to adhere to the decisions of the City Inspector on the Project. RTA will respond within three (3) days to all requests or inquiries from the City.

4. Timing of Construction. The RTA agrees to cause the plans and specifications for the Mestina/Artesian Project to be completed in sufficient time to allow the City to bid the Project and commence construction by June 1, 2015. The City agrees, subject to the RTA's completion of the plans and specifications, to bid the Project so that construction may be commenced by such date. The parties agree that the construction of the Mestina/Artesian Project along with that portion of the Staples Street Project between Leopard Street and Lipan Street shall be completed by December 31, 2015, in order to minimize traffic delays for bus passengers and motorists.

5. Term of Agreement. This Agreement shall be for an initial term of one year with all construction to be completed by December 31, 2015.

6. Coordination With Area Construction. The parties acknowledge that the RTA shall have its Staples Street Center construction project underway, and the City shall have its Staples Street roadway improvements construction underway at the same time as construction of this Project. The parties agree to cooperate in the coordination of their respective contractors and projects in order to minimize delays and interference with their respective projects.

7. Disadvantaged Business Enterprises. The City agrees to include such provisions in its construction documents as are reasonably required in order to promote the use of disadvantaged business enterprises in connection with the construction of the Project and comply with Title VI of the Civil Rights Act.

8. Payments. Any payment made by either the City or the RTA for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such parties as required by the Inter-local Cooperation Act. All funding obligations of the RTA and the City under this Agreement are subject to the appropriation of funds by each entity in its annual budget.

9. Notices. Notices under this Agreement shall be addressed to the parties as indicated below, or changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. Mail, post pre-paid, certified mail, return receipt requested.

RTA: CEO
Regional Transportation Authority
5658 Bear Lane
Corpus Christi, Texas 78405

CITY: City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Attn: City Manager

10. Performance. This Agreement shall be performed in Nueces County, Texas, and shall be interpreted according to the laws of the State of Texas.

11. Severability Clause. If any portion of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue to be enforceable in accordance with its terms.

12. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.

13. Entire Agreement. This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties.

14. Inter-local Cooperation Act. This Agreement is subject to the terms and provisions of the Texas Inter-local Cooperation Act, codified as Chapter 791 of the Texas Local Government Code. Further, each party represents that this agreement has been duly passed and approved by its governing body, as required by the Act.

Executed this _____ day of January, 2015.

**CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY**

CITY OF CORPUS CHRISTI

By: 
Scott Neeley, CEO

By: _____
Ronald L. Olson, City Manager

ATTEST:

Rebecca Huerta, City Secretary

APPROVED AS TO LEGAL FORM:
This ____ day of February, 2015.

City Attorney